UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	FILED IN CLERK'S ÖFFIGE U.S. DISTRICT COURT E.D.N.Y.
CANUS CONSTRUCTION, INC.	*************************************
Plaintiff,	Civil Action No. 08 CV 4494
NAVILLUS TILE, INC. d/b/a NAVILLUS CONTRACTING,	: COMPLAINT <u>JURY TRIAL DEMANDED</u>
Defendant.	BLOCK, J
	MANN. M.J

Plaintiff Canus Construction, Inc. ("Canus"), by its undersigned attorneys, as and for its Complaint against Defendant Navillus Tile, Inc. d/b/a Navillus Contracting alleges as follows:

#### **PARTIES**

- 1. Canus is a corporation formed and existing pursuant to the laws of Edmonton, Alberta, Canada with its principal place of business at 13030-146<sup>th</sup> Street, Edmonton, Alberta, Canada 5SL 2H7 and is duly qualified to do business in New York State.
- 2. Upon information and belief, defendant Navillus Tile, Inc. d/b/a Navillus Contracting ("Navillus") is a corporation formed under and existing pursuant to the laws of the State of New York with its principal place of business at 53-18 11<sup>th</sup> Street, Long Island City, New York 11101.

#### **JURISDICTION AND VENUE**

- 3. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) as there is complete diversity of citizenship between the plaintiff and defendant and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.
- 4. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(a) as Navillus resides in this district and a substantial part of the events or omissions giving rise to the claim occurred in this district.

#### FACTS COMMON TO ALL CAUSES OF ACTION

- 5. On or about November 4, 2005, Navillus, in its capacity as a contractor, entered into a written sub-contract with Canus, in its capacity as sub-contractor, for millwork to be fabricated by Canus for delivery and installation at the Office of Emergency Management located at 165 Cadman Plaza East, Brooklyn, New York for an agreed-upon price of \$412,000.
- 6. Thereafter, Navillus and Canus agreed to various change orders, or extras, which increased the sub-contract price by \$93,981.19 to \$505,981.19.
- 7. Between approximately December 21, 2005 and July 27, 2006, Canus submitted the following payment requisitions totaling \$505,981.19 to Navillus pursuant to the subcontract:

<u>Date</u>	Payment Requisition No.	Amount
December 21, 2005	1	\$ 22,610.00
February 15, 2006	2	\$159,984.75
March 21, 2006	3	\$143,058.60
April 20, 2006	4	\$117,157.50
May 20, 2006	5	\$ 37,871.28
July 27, 2006	6	\$ 25,299.06

A copy of these requisitions is annexed hereto as Exhibit 1.

- 8. Navillus received and accepted the requisitions identified in paragraph 7 without protest or objection.
- 9. On or about September 8, 2006, the architect and site supervisor from Navillus signed off on Canus' punch-list, confirming that Canus had fully satisfied all of its obligations under the sub-contract. A copy of their sign off is annexed hereto as Exhibit 2.
- 10. Despite Canus' performance of all its obligations under the sub-contract, to date it has only received payments totaling \$391,399.98, including payments received from Navillus General Contractors, leaving a balance due and owing to Canus of \$114,581.21.
- 11. No portion of the \$114,581.21 due and owing to Canus has been paid despite repeated demands.

## AS AND FOR A FIRST CAUSE OF ACTION (Account Stated)

- 12. Canus repeats and realleges the allegations contained in paragraphs 1 through 11 hereof with the same force and effect as if set forth at length herein.
- 13. Between approximately December 21, 2005 and July 27, 2006 Canus rendered to Navillus full and true accounts of the indebtedness owed to Canus by Navillus by reason of the millwork fabricating and related services performed by Canus at the Office of Emergency Management project in Brooklyn, New York in the aggregate sum of \$505,981.19.
- 14. Navillus accepted Canus' payment requisitions referred to in paragraph 7 without protest or objection, but has only paid \$391,399.98 against these requisitions, leaving a balance due and owing to Canus of \$114,581.21.
- 15. Navillus is liable to Canus for an account stated in the amount of \$114,581.21, together with interest at the rate of 9% from the date of each uncontested payment requisition.

## AS AND FOR A SECOND OF ACTION (Breach of Contract)

- 16. Canus repeats and realleges the allegations contained in paragraphs 1 through 15 hereof with the same force and effect as if set forth at length herein.
- 17. Navillus entered into an agreement with Canus pursuant to Navillus agreed to pay Canus for millwork fabricated, delivered and installed pursuant to the sub-contract.
  - 18. Canus discharged all its obligations under the sub-contract.
- 19. Navillus breached its agreement with Canus by failing to pay its payment requisitions in full.
- 20. Canus has been damaged as a result of these breaches of the sub-contract in the sum of \$114,581.21, together with interest at the rate of 9% from the date of each uncontested payment requisition.

### AS AND FOR A THIRD CAUSE OF ACTION (Work, Labor and Services)

- 21. Canus repeats and realleges the allegations contained in paragraphs 1 through 20 hereof with the same force and effect as if set forth at length herein.
- 22. The reasonable and agreed-upon value of the work, labor and services rendered to, accepted and retained by Navillus, as reflected on Canus' unpaid requisitions was \$505,981.19 of which only \$391,399.98 has been paid.
- 23. By reason of the foregoing, Navillus owes Canus \$114,581.21, together with interest at the rate of 9% from the date of each uncontested payment requisition.

WHEREFORE, Canus demands judgment as follows:

(i) On its first cause of action, judgment against Navillus in the amount of \$114,581.21 plus interest from the date of each unpaid requisition;

- (ii) On its second cause of action, judgment against Navillus in the amount of \$114,581.21 plus interest from the date of each unpaid requisition;
- (iii) On its third cause of action, judgment against Navillus in the amount of \$114,581.21 plus interest from the date of each unpaid requisition;
- (iv) All together with costs and such other and further relief as the Court deems proper.

Dated: New York, New York October 29, 2008

SNOW BECKER KRAUSS P.C.

Ronald S. Herzog (RH-4932)

Attorneys for Plaintiff Canus Construction, Inc.

605 Third Avenue

New York, New York 10158

(212) 687-3860

# DEPARTMENT OF DESIGN AND CONSTRUCTIC DIVISIONS OF STRUCTURES PAYMENT REQUISITION: Part C

	PATMENT REGUISITION. Fait C		
	timate for Contract Payment No. # art A and complete Lines 1 - 8 and Contra	actor's Cartificate)	
(Contractor to attach Pa	irt A and complete Lines 1 - 6 and Contra	actor's Ceruncate)	
1. ORIGINAL CONTRACT SUM		\$412,000.00	
2. NET CHANGE BY APPROVED, REGISTERED CHANGE O	RDERS	\$0.00	
3. CONTRACT SUM TO DATE(1+OR-2)		\$412,000.00	
4. TOTAL COMPLETED & STORED (Column H on Part A&B) 5. RETAIN AGE/STORED MATERIALS WITHHOLDING		\$ 23,800.00	
A. 1 % O'Completed Work (Columns E + F on Parl A&B)			
B. 5 % OfCompleted Work (Columns E + F on Part A&B)	***************************************	1,190.00	
C. 15% d Stored Material (Columns G on Part A&B)	4.60	<u></u>	
D. 25 % of CM Basic Fee (Construction Phase only) (Columns G on Par	(A&B)	\$1,190.00	
Total Retain @eWithholding (Line 5A, 5B, 5C + 5D or Total in Column J in F 6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITH	HHO! DING (tine 4 less Line 5 Total)	\$22,610.00	
7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITION	NS (Line 14 from all prior Requisitions)	\$0.00	
8. CURRENT PAYMENT DUE		\$22,610.00	
9. AMOUNT WITHHELD BY CPMREASONS:		\$0.00	
10. PAYMEINT Amount Approved By CPM (Line 8 less Line 9)		\$22,610.00	
11. AMOUNT WITHHELD BY EAOREASONS:		\$0.00	
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less L	ine 11)	\$22,610.00	
13. AMOUNT WITHHELD BY CFOREASONS:		\$0.00	
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less L	ine 13)	\$22,610.00	
CONTRACTOR	S CERTIFICATE		
The undersigned Subcontractor certifies that all units, quantities, and phas been performed and materials supplied in full accordance with and "Subcontractor" dated "Subcontract Date", and all authorized outstanding claims for labor, materials and equipment for the performarequirements of said Contract, except the outstanding claims listed in tabove is a true and correct statement of the contract account up to an part of the "Current" Payment Due" has been received.	terms and conditions of the contract between changes thereto; that all Contract reports are nee of said contract, have been paid in full in the attached sheet, "Certificate of Contractor to discluding the last day of the period covered to	n NAVILLUS CONTRACTING INC, e attached; that all accordance with the o the Comptroller"; that the	
Signature	Federal taxpayer I.D.#		
Name (Print)	Date		
	•	(Invoice Date)	
Title (Print)	MANAGERIA GERTIFICATE		
CONSTRUCTION PROJECT			
I certify that I have verified this estimate and that to the best of materials supplied by the Contractor and that all work and materials been found to comply with the terms and conditions of the certify that I have verified that certificates of non-discrimination covered by this payment and that the Subcontractor's Paymen	erial included in this estimate has been in corresponding construction contract door have been obtained from the Contractor	nspected by me or my duly authorized assistants and numents and authorized changes thereto. I further and all Subcontractors who performed any work	
Contract Time	Signature	Date:	
Time Consumed to Date	Name (Print)	1 20-	
Time Elapsed	Title (Print)	<del> </del>	
Work Completed	If CM signature above, Accepted by DD	C Employee:	
	(DDC Employee Signature)	(Sign-off Date)	

#### EPARTHENFUF DESIGN AND CONSTRUCTOR

**DIVISIONS OF STRUCTURES** 

#### PAYMENT REQUISITION: Part C

Estimate for Contract Payment No. #2

(Contractor to attach Part A and complete Lines 1 - 8 and Contractor's Certificate)

	(00.12230. 32 2.33	·	
1. ORIGINAL CONT	RACT SUM		\$ 412,000.00
2 NET CHANGE BY	Y APPROVED, REGISTERED CHANGE C	RDERS	<u>\$16,625.58</u>
A CONTRACT SUR	4 TΩ DATE( 1 + OR - 2)		\$428,625.58
4 TOTAL COMPLE	TED & STORED (Column H on Part A&B)	***************************************	\$ 192,205.00
5. RETAINAGE/STO	ORED MATERIALS WITHHOLDING		
A. 1 % of Complete	ed Work (Columns E + F on Part A&B)		0.610.25
B. 5 % of Complete	ed Work (Columns E + F on Part A&B)		9,610.25
C. 15% of Stored M	Material (Columns G on Part A&B)		
D. <u>25</u> % of CM Bas	ic Fee (Construction Phase only) (Columns G on Par	t A&B)	\$9,610.25
Total Retainage/Withho	olding (Line 5A, 5B, 5C + 5D or Total in Column J in I	Part A + 5B)	\$182,594.75
6. TOTAL EARNED	LESS RETAINAGE/STORED MAT'L WIT	MMOLDING (Line 4 less Line 5 Total)	\$22,610.00
7. LESS PREVIOUS	SLY APPROVED PAYMENT REQUISITION	NS (Line 14 from all prior Requisitions)	<u>\$22,010.90</u>
			\$450.004.75
8. CURRENT PAYM	MENT DUE		\$159,984.75
9. AMOUNT WITHH	IELO BY CPM		\$0.00
REASONS:	iced by or		
REAGONS.			<u></u>
40 DAVMENT Amo	ount Approved By CPM (Line 8 less Line 9)		\$159,984.75
IU. PATMENT AINO	om Approved by S. III (2.110 G 1000 2.1110 G)		
11. AMOUNT WITH	IHELD BY FAO		\$0.00_
REASONS:			
REAGONO.			
12 PAYMENT AMO	OUNT APPROVED BY EAO (Line 10 less L	ine 11)	\$159,984.75
			***
13. AMOUNT WITH	HELD BY CFO		\$0.00
REASONS:			
			4.50.00.75
14. PAYMENT AMO	OUNT APPROVED BY CFO (Line 12 less L	ine 13)	\$159,984.75
	CONTRACTOR	'S CERTIFICATE	
The undersianed Suba	contractor certifies that all units, quantities, and p	prices of work and material shown on this esti	imate are correct; that all work
has been performed at	nd materials supplied in full accordance with	terms and conditions of the contract between	en NAVILLUS CONTRACTING INC.
and "Subcontractor"	dated "Subcontract Date", and all authorized	changes thereto; that all Contract reports a	re attached; that all
outstanding claims for	labor, materials and equipment for the performa	ance of said contract, have been paid in full in	accordance with the
requirements of said C	Contract, except the outstanding claims listed in	the attached sheet, "Certificate of Contractor	to the Comptroller"; that the
above is a true and con	rrect statement of the contract account up to an	d including the last day of the period covered	by this estimate and that no
part of the "Current Pa	ayment Due" has been received.		
Signature	CHahr	Federal taxpayer I.D.#	86-0667700
Orginatore		•	<del>-</del>
Name (Print)	Carolyn Hahn	Date	February 15, 2006
• • •			(Invoice Date)
Title (Print)	Accountant	_	
	CONSTRUCTION PROJECT	MANAGER'S CERTIFICATE	
Landific that I have t	recified this estimate and that to the hest of	my knowledge, and belief it is a true an	d correct statement of the work performed and
metadale supplied b	withe Contractor and that all work and mat	erial included in this estimate has been i	nspected by me or my duly authorized assistants and
has been found to co	amply with the terms and conditions of the	corresponding construction contract dos	cuments and authorized changes thereto. I turtner
certify that I have ve	erified that certificates of non-discrimination	nhave been obtained from the Contracto	r and all Subcontractors who performed any work
covered by this payr	ment and that the Subcontractor's Paymen	t Form, if applicable to this payment,	has been obtained.
Outual Time		Signature	Date:
Contract Time			
Time Consumed to	Date	Name (Print)	
Time Consumed to			
Time Elapsed		Title (Print)	
Nork Completed		If CM signature above, Accepted by DI	DC Employee:
		(DDC Employee Signature)	(Sign-off Date)
		/F.0100 0.81.010101	1

# EPARTMENT OF DESIGN AND CONSTRUCTION DIVISIONS OF STRUCTURES

PAYMENT REQUISITION: Part C
Estimate for Contract Payment No. # 3

		A and complete Lines 1 - 8 and Contract	ctor's Certificate)	
4 05101144 00413	TOACT CINA		\$ 412,000.00	
1. ORIGINAL CONT	Y APPROVED, REGISTERED CHANGE OR	DERS	\$16,625.58	
2. NET CHANGE D	M TO DATE( 1 + OR - 2)		\$428,625.58	
4 TOTAL COMPLE	TED & STORED (Column H on Part A&B)		\$ 318,993.00	
5. RETAINAGE/STO	ORED MATERIALS WITHHOLDING			
A. 1 % of Complet	ted Work (Columns E + F on Part A&B)			
B. 5 % of Comple	ted Work (Columns E + F on Part A&B)		15,949.65	
C. 15 % of Stored	Material (Columns G on Part A&B)	~~~~~~~~~**		
D. 25% of CM Ba	sic Fee (Construction Phase only) (Columns G on Part	A&B)		
Total Retainage/Withh	holding (Line 5A, 5B, 5C + 5D or Total in Column J in P	art A + 5B) F Total	\$15,949.65	
6. TOTAL EARNED 7. LESS PREVIOUS	LESS RETAINAGE/STORED MAT'L WITHI SLY APPROVED PAYMENT REQUISITIONS	(Line 14 from all prior Requisitions)	\$303,043.35 \$159,984.75	
8. CURRENT PAY	MENT DUE		\$143,058.60	
9. AMOUNT WITHI	HELD BY CPM		\$0.00	
10. PAYMENT Amo	ount Approved By CPM (Line 8 less Line 9)		\$143,058.60	
11. AMOUNT WITH	HHELD BY EAO		\$0.00	
REASONS: 12. PAYMENT AMO	DUNT APPROVED BY EAO (Line 10 less Lin	e 11)	\$143,058.60	
13. AMOUNT WITH	HELD BY CFO		\$0.00	
14. PAYMENT AMO	DUNT APPROVED BY CFO (Line 12 less Lir	ne 13)	\$143,058.60	
	CONTRACTOR'S	CERTIFICATE		
has been performed and "Subcontractor" outstanding claims fo requirements of said above is a true and c	contractor certifies that all units, quantities, and p and materials supplied in full accordance with "dated "Subcontract Date", and all authorized or albor, materials and equipment for the performant Contract, except the outstanding claims listed in the correct statement of the contract account up to and payment Due" has been received.	terms and conditions of the contract between changes thereto; that all Contract reports an noe of said contract, have been paid in full in the attached sheet, "Certificate of Contractor to	n NAVILLUS CONTRA e attached; that all accordance with the to the Comptroller"; that	acting inc,
Signature		Federal taxpayer I.D.#	86-068	37700
Name (Print)	Ron Sirtonski	Date	March 21, 2006	
			(Invoice Date)	
Title (Print)	Accountant			
	CONSTRUCTION PROJECT	MANAGER'S CERTIFICATE		
materials supplied has been found to certify that I have y	verified this estimate and that to the best of r by the Contractor and that all work and mate comply with the terms and conditions of the c erified that certificates of non-discrimination ment and that the Subcontractor's Payment	ny knowledge and belief it is a true and or rial included in this estimate has been ins corresponding construction contract docu have been obtained from the Contractor	spected by me or my iments and authorize and all Subcontracte	duly authorized assistants and ed changes thereto. I further
Contract Time		Signature		Date:
Time Consumed to	Date	Name (Print)		•
Time Elapsed	· · · · · · · · · · · · · · · · · · ·	Title (Print)		
Work Completed		If CM signature above, Accepted by DD	C Employee:	
		(DDC Employee Signature)	(Sign-off Date	)

# DEPARTMENT OF DESIGN AND CONSTRUCTICAL DIVISIONS OF STRUCTURES PAYMENT REQUISITION: Part C

#### Estimate for Contract Payment No. #4

(Contractor to attach P	art A and complete Lines 1 - 8 and Contra	actor's Certificate)
1. ORIGINAL CONTRACT SUM		\$ 412,000.00
2 NET CHANGE BY APPROVED, REGISTERED CHANGE (	ORDERS	\$ 54,11 <u>6.68</u>
3 CONTRACT SUM TO DATE( 1 + OR - 2)		\$ 466,116.68
4. TOTAL COMPLETED & STORED (Column H on Part A&B	)	\$ 466,116.68
5. RETAINAGE/STORED MATERIALS WITHHOLDING		*
A. 1 % of Completed Work (Columns E + F on Part A&B)		\$ -
B. 5 % of Completed Work (Columns E + F on Part A&B)	************************	\$ 23,305.83 \$ -
C. 15% of Stored Material (Columns G on Part A&B)		<u>\$</u> -
D. 25 % of CM Basic Fee (Construction Phase only) (Columns G on Pa	art A&B)	\$ 23,305.83
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in 6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WIT	Part A + 5B)	\$ 442,810.85
6. TOTAL EARNED LESS RETAINAGE/STORED MATE WIT 7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITION	NS (Line 14 from all prior Requisitions)	\$ 325,653.35
7. LESS PREVIOUSET AFFROYED FATMENT REGULATION	(Line ) , went an prior requirement,	
8. CURRENT PAYMENT DUE		<b>\$</b> 117,157.50
		\$0.00
9. AMOUNT WITHHELD BY CPM REASONS:		\$0.00
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9	)	<b>\$</b> 117,157.50
TI. AMOORT WITH EAST STORY		\$0.00
REASONS:		
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less	Line 11)	\$ 117,157.50
13. AMOUNT WITHHELD BY CFO		\$0.00
REASONS:		
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less	Line 13)	\$ 117,157.50
14. PATINICIAT ANDOMA AND TO COMPANY TO THE TENER		
CONTRACTOR	R'S CERTIFICATE	
The undersigned Subcontractor certifies that all units, quantities, and	prices of work and material shown on this esti	mate are correct; that all work
has been performed and materials supplied in full accordance wit	h terms and conditions of the contract betwee	n NAVILLUS CONTRACTING INC,
and "Subcontractor" dated "Subcontract Date", and all authorized	changes thereto; that all Contract reports ar	e attached; that all
outstanding claims for labor, materials and equipment for the perform	ance of said contract, have been paid in full in	accordance with the
requirements of said Contract, except the outstanding claims listed in above is a true and correct statement of the contract account up to a	the attached sheet, "Certificate of Contractor to	to the comptroller; that the
above is a true and correct statement of the contract account up to at part of the "Current Payment Due" has been received.	nd including the last day of the period covered	by this estimate and that no
Ci./		
Signature	Federal taxpayer I.D.#	86-0667700
Name (Print) Carolyn Hahn	Date	April 20, 2006
Name (Print) Carolyn Hahn		(Invoice Date)
Title (Print) Accountant		
	T MANAGER'S CERTIFICATE	
I certify that I have verified this estimate and that to the best of		d correct statement of the work performed and
materials supplied by the Contractor and that all work and ma	terial included in this estimate has been in	nspected by me or my duly authorized assistants and
has been found to comply with the terms and conditions of the	e corresponding construction contract doc	cuments and authorized changes thereto. I further
certify that I have verified that certificates of non-discriminatio	n have been obtained from the Contractor	r and all Subcontractors who performed any work
covered by this payment and that the Subcontractor's Payment	nt Form, if applicable to this payment,	has been obtained.
Contract Time	Signature	Date:
Time Consumed to Date	Name (Print)	
Time Elapsed	Title (Print)	
Work Completed	If CM signature above, Accepted by DE	OC Employee:
	(DDC Employee Signature)	(Sign-off Date)

#### SEPARTMENT OF DESIGN AND CONSTRUCTION

#### DIVISIONS OF STRUCTURES

#### PAYMENT REQUISITION: Part C

	Athen indications	
Est	timate for Contract Payment No. 5 rt A and complete Lines 1 - 8 and Contra	actor's Certificate)
(Contractor to attach Pa	IT A and complete times 1 - 5 and 55 miles	,
1. ORIGINAL CONTRACT SUM		\$ 412,000.00
2. NET CHANGE BY APPROVED, REGISTERED CHANGE O	RDERS	\$ 65,996.68
A CONTRACT CHM TO DATE(1 + OR - 2)		<b>\$</b> 477,996.68
4. TOTAL COMPLETED & STORED (Column H on Part A&B)		\$ 505,981.19
5. RETAINAGE/STORED MATERIALS WITHHOLDING		
A. 1 % of Completed Work (Columns E + F on Part A&B)		<u>\$</u>
A. 1 % Of Completed Work (Columns E + F on Part A&B)	****************	\$ 25,299.06
B. 5 % of Completed Work (Columns E + F on Part A&B)		<u> </u>
C. 15% of Stored Material (Columns G on Part A&B)	A&B)	<u>s</u> -
D. 25% of CM Basic Fee (Construction Phase only) (Columns G on Part	, , , , , , , , , , , , , , , , , , , ,	\$ 25,299.06
Total Retainage/Withholding (Line 5A, 5B, 5C + 5D or Total in Column J in F 6. TOTAL EARNED LESS RETAINAGE/STORED MAT'L WITH		\$ 480,682.13
6. TOTAL EARNED LESS RETAINAGE/STOKED MAYE WITH 7. LESS PREVIOUSLY APPROVED PAYMENT REQUISITION	4S (Line 14 from all prior Requisitions)	\$ 442,810.85
7. LESS PREVIOUSLY APPROVED PATMENT REGULATION	to (Ellio ) a from our prior the quarter and	
		\$ 37,871.28
8. CURRENT PAYMENT DUE		\$ 37,87 1.20
		\$0.00
9. AMOUNT WITHHELD BY CPM		<del> </del>
REASONS:		
		\$ 37,871.28
10. PAYMENT Amount Approved By CPM (Line 8 less Line 9)		<u> </u>
		\$0.00
11. AMOUNT WITHHELD BY EAO		
REASONS:		
		6 27 074 20
12. PAYMENT AMOUNT APPROVED BY EAO (Line 10 less L	ine 11)	\$ 37,871.28
D DV CEO		\$0.00
13. AMOUNT WITH LEED ST G. G		
REASONS:		
		27 074 29
14. PAYMENT AMOUNT APPROVED BY CFO (Line 12 less L	ine 13)	\$ 37,871.28
CONTRACTOR	S CERTIFICATE	
The undersigned Subcontractor certifies that all units, quantities, and phas been performed and materials supplied in full accordance with and "Subcontractor" dated "Subcontract Date", and all authorized outstanding claims for labor, materials and equipment for the performance requirements of said Contract, except the outstanding claims listed in	terms and conditions of the contract between changes thereto; that all Contract reports as since of said contract, have been paid in full in the attached sheet, "Certificate of Contractor	re attached; that all accordance with the to the Comptroller"; that the
above is a true and correct statement of the contract account up to an	d including the last day of the period covered	by this estimate and that no
part of the "Current Payment Due" has been received.		
Signature Colah	Federal taxpayer I.D.#	86-0667700
Olgrania CC CC CC		<del></del>
Name (Print) Carolyn Hahn	Date	May 20, 2006
Marie () findy		(Invoice Date)
Title (Print) Accountant		
This (This)	MANAGER'S CERTIFICATE	
		the work norformed and
I certify that I have verified this estimate and that to the best of materials supplied by the Contractor and that all work and mat has been found to comply with the terms and conditions of the certify that I have verified that certificates of non-discrimination covered by this payment and that the Subcontractor's Payment	erial included in this estimate has been of corresponding construction contract do nave been obtained from the Contract of the Form, if applicable to this payment,	cuments and authorized changes thereto. I further or and all Subcontractors who performed any work has been obtained.
Contract Time	Signature	Date:
Contract time		
Time Consumed to Date	Name (Print)	· <u>-</u>
Time Elapsed	Title (Print)	
	If CM signature above, Accepted by D	DC Employee:
Work Completed	ii Givi signature acove, Accepted by D	
	(DDC F 1 C'	(Sign-off Date)
	(DDC Employee Signature)	(Sign-on pate)

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09/08/06 FRI 12:42 (TX/RX NO 5857)

Canus Construction Copy

#### PUNCH LIST ITEMS FOR CANUS CONSTRUCTION OFFICE OF EMERGENCY 165 Cadman Plaza East

Brocklyn, New York 11201

The undersigned agrees that the punch list items listed below are correct, and cover the full extent of all deficiencles to millwork items provided by Canus Construction. Once all items are completed, the undersigned will sign off on these items a complete. This agreement will stand that any damage that may occur to millwork after that time, during the remainder of the project by any other party, to the finish or structure of the millwork will not fall under Warranty or punch list. Any items if damaged and require refabrication or repair will be billed at normal price, and will be subject to any lead times set by Canus Construction.

#### Room 1-1:

Touch-ups on wood finish at desk.

Gap between stone and wood revealed to be filled.

Cut-outs for electrical in cask to be painted black.

Reveals in stone base behind desk to be installed.

Reveals in stone wall panu adjacent to diffuser to be finished.

Reveals behind desk above and below tan wall panel to be finished.

Reveals at stone and drywell next to exit to be finished.

Check + Repair All Reveals @ Outside Corners of stane.

Reveals at stone and drywall next to reception to be finished. Room 1-2

Reveals in stone soffit above Door 1A to be finished. 趴 M.

#### Room 1-3

A

Reveals in stone wall panel to be finished.

Room 1-4

Reveals in stone soffit above Door 48 to be finished.

Touch-ups on wood tinish at security desk.

Cut-outs for electrical in desk to be painted black. **y**a. 関

# CANUS CONSTRUCTION INC.

Room 1-5

Reveals in stone soffit above Door 48 to be finished.

Cut hale for Condensation, conditioned of Security Continetic. 屲 X

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Reveals to be installed between drywall and stainless frames at Door 18A & 18B. Room 1-18 Reveals to be installed @ Aubric panels.

Room 1-24

Chips in upper cabinet backs to be repaired. Ŋ.

Cabinet doors to be acjust: 1 u

Countertop to be siliconed. ď

Room 1-26 (1) Coat hooks to be installed (Location to be determined by architect) 4.0 AFF

Room 2-2 (a) Coat hooks to be installed (Location to be determined by architect) Ly 4-014

Room 2-30

(1) Coff Lat to be hadded & Hill REF Countertop to be siliconec. X ( Le | Le |

Room 2-31 Seam in Corian countertop to be repaired. 70.

Room 2-36

Cabinet doors to be adjusted. M.

Countertop to be siliconeci. 4

Door 2-35A

Frame to be adjusted to accept door.

Gap between frame and stop to be filled.

Door closer to be adjusted. 豇

Touch-ups required as door and frame. 又

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Door 2-37A Door closer to be adjusted. Ø, Touch-ups required at door and frame. 54 Door 2-37B Hinge side of frame to be 12-veneered. Ŋ. Door closer to be adjusted. Touch-ups required at door and frame. Door 2-39A Frame to be adjusted to accept door. 30 Door closer to be adjusted N. Touch-ups required at door and frame. X Room 3-5 Reveals in fabric panels to be finished. Ņ. Reliebe colint pulls From Sidnestin Room to colinate above visioners. Room 3-6 Ù Ø Room 3-10 Corian ledges to be sealed to wall paneling. Speaker covers to be made: larger to cover entire panel section. \* 冥 Handles to be removed or loors below Corian ledges. Á Magnetic catches to be adjusted below Corian ledges. Reveals in fabric panels to be finished. Room 3-11 Seam to be filled where Murlite panels meet drywall. Touch-ups required an podium. Wood base to be held in place with Velero at podium. 50 Reveals to be installed of tobic panels

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Room 3-15

Reveals in fabric panels to be finished.

Reveal to be installed at stainless grills.

Room 3-17

Cabinet doors to be adjusted.

Upper Cabinet backs to recieve cover caps.
Door silences to be installed on upper cabinet doors.

Room 3-23

Reveals in fabric panels to be finished.

Door 3-3

Frame to be adjusted to accept door. 10

Touch-ups required at door and frame. 风

84 Door closer to be adjusted.

Door 3-4

Touch-ups required at door and frame. 囚

Reveal to be re-attached. Ą

X Door closer to be adjusted.

Door 3-5

á Touch-ups required at door and frame.

Door closer to be adjusted. K

**Door 3-6** 

Touch-ups required at door and frame.

Door 3-7A

Touch-ups required at door and frame. Д

Door stop to be adjusted or hinge side to prevent binding.

Ø Door silencers to be installed. 09/08/06 FRI 12:42 [TX/RX NO 5857]

Door 3-8A  Touch-ups required at door and frame.  Door closer to be adjusted.  Gap between door stops and frame to be filled.	· 1 - 1 ·
Door 3-10A  Touch-ups required at door and frame.  Frame to be re-secured to prevent binding.  Door closer to be adjusted.	
Door 3-10B  Touch-ups required at door and frame.  Gap between door stops and frame to be filled.  Satin trim to be re-installed on lockset.	The remaining items (ABCD+1) have been completed.
Door 3-10C  Header of frame to be re-veneered.  Touch-ups required at frame.	her flesse Medlas
Door 3-11B  Door Header to be painted black.	Jim Duyer (Navillus) Sept 8/06
Doors 3-11C, 11D, 11E, 11F  We reveals to be cut into coor jambs. (Height to match  Roller catches at top of door to be adjusted.	drywall reveals)
Doors 3-11 Roller catches at top of dier to be adjusted.  1 agree the above encompasses all punch-list items for Constitutes.  Name:	(Except to tems
-GC to pertin paint + seed	Page 5 of 3